

1. **Parties:** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Mary Hitchcock Memorial Hospital, with a principal place of business in Lebanon, New Hampshire (hereafter called "Contractor"). The Contractor's form of business organization is a corporation. The Contractor's local address is 1 Medical Center Drive, Lebanon, NH 03756. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter:** The subject matter of this contract is personal services generally on the subject of organizing and leading three Learning Collaboratives on Medication Assisted Treatment for Opioid Dependence. Detailed services to be provided by the Contractor are described in Attachment A.
3. **Maximum Amount:** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$ 202,053.00

Work performed between July 1, 2016 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.

Contractor agrees that in exchange for the consideration of the option to bill for services performed, all terms and conditions described in this agreement shall apply to any and all services performed for or on behalf of the State. Contractor agrees that by submitting invoices, bills, or otherwise seeking compensation for services performed prior to the finalization of this agreement or signing of this agreement, contractor is agreeing to the application of all terms of this contract to that period and to that work. Contractor further agrees to defend, indemnify, and hold the State harmless for any claim, dispute, non-contractual cost or charge, or any liability whatsoever, whether in law, equity, or otherwise, which arises from or is connected to the work performed prior to the execution of this agreement. Contractor further agrees that these terms apply regardless of whether the work is accepted by the State, and regardless of whether payment is issued by the State to the Contractor for the work in question.

4. **Contract Term:** The period of Contractor's performance shall begin on July 1, 2016 and end on June 30, 2017.
5. **Prior Approvals:** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.
Approval by the Secretary of Administration is required.

6. **Amendment:** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. The contacts for this contract are as follows:

| | | | |
|----------|--|--|--|
| | <u>State Fiscal Manager</u> | <u>State Program Manager</u> | <u>For the Contractor</u> |
| Name: | Natalie Elvidge | Beth Tanzman | Mark McGovern, PhD |
| Phone #: | 802-241-0389 | 802-241-0264 | 603-646-7037 |
| E-mail: | Natalie.Elvidge@vermont.gov | Beth.Tanzman@vermont.gov | Mark.P.McGovern@dartmouth.edu |

Notices to Parties Under the Agreement:

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

| | STATE REPRESENTATIVE | CONTRACTOR/GRANTEE |
|---------|--|--|
| Name | Office of General Counsel | Mark McGovern |
| Address | NOB 1 South, 280 State Drive Waterbury, VT 05671-1010 | 1 Medical Center Drive, Lebanon, NH 03756 |
| Email | ahs.dvhalegal@vermont.gov | Mark.P.McGovern@dartmouth.edu |

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

8. **DVHA Monitoring of Contract:** The parties agree that the DVHA official State Program Manager is solely responsible for the review of invoices presented by the Contractor.
9. **Cancellation:** This contract may be cancelled by either party by giving written notice at least 30 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract with no obligation to pay the Contractor.
10. **Attachments:** This contract consists of 20 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed
Attachment B - Payment Provisions
Attachment C – Standard State Provisions for Contracts and Grants
Attachment D - Modifications of Customary Provisions of Attachment C or Attachment F
Attachment E - Business Associate Agreement
Attachment F - Agency of Human Services' Customary Contract Provisions

The order of precedence of documents shall be as follows:

This document
Attachment D (if any)
Attachment C
Attachment A
Attachment B
Attachment E (if any)
Attachment F
Other Attachments (if any)

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

STEVEN COSTANTINO,
COMMISSIONER
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: Steven.Costantino@vermont.gov

ROBERT GREENE, EXECUTIVE VICE PRESIDENT,
POPULATION HEALTH MANAGEMENT
One Medical Center Drive
Lebanon, NH 03756
Email: Robert.A.Greene@hitchcock.org

ATTACHMENT A

Purpose:

The Care Alliance for Treatment of Opioid Addiction (Hub and Spoke) is a statewide initiative to improve medication assisted treatment (MAT) for Vermonters addicted to opioids. The initiative includes the development of new services (Health Homes), deploys new staff (RNs and licensed counselors) in “Spokes” and enhances “Hub” programming. The Care Alliance is a joint initiative of the Vermont Department of Health, Alcohol and Drug Abuse Division (ADAP), the Vermont Blueprint for Health, and the Department Vermont of Health Access (State).

Summary of Service Delivery of this contract

The Contractor will provide to the State, service enhancements of the Hub and Spoke program by way of the following:

- Curriculum development for a series of field-based learning collaboratives;
- Staffing on-site learning events;
- Securing medical continuing education units (CEUs) learning events for social work, nursing, counseling, alcohol & drug abuse counselors, and physicians;
- Limited on-site program consultation to the Spokes and One Regional Hub;
- Track the emerging research to identify evidence-based approaches to MAT in office based opioid treatment (OBOT) Practices;
- Facilitation of process to determine technical assistance and training needs to improve the flow of patients between Hubs and Spokes in one region with Care Alliance and Hub & Spoke agency medical and clinical program directors, and other health care providers;
- Facilitation of one regional Hub and Spoke system learning collaborative;
- Facilitation of one state-wide learning collaborative for new OBOT providers on basic care standards and processes for office based opioid treatment programs;
- Design and facilitation of a learning collaborative for Spoke practice teams statewide including four-in person all day sessions.
- Bringing guidelines from Substance Abuse and Mental Health Services Administration (SAMHSA), American Association for the Treatment of Opioid Dependence (AATOD) and the American Society of Addiction Medicine (ASAM) to assist in the develop practice protocols;
- Supporting staff training in the implementation of the protocols; and;
- Support and monitor Basecamp for the field providing Medication Assisted Treatment.

Scope of Work:

Task 1: Spoke Practice Team Trainings (SPTT)

The Contractor will hold four (4), 6-hour in-person Spoke Practice Teams Learning Community trainings. The Contractor will consult with Vermont clinical leaders and national subject matter experts to develop a curriculum for the trainings. The Contractor will also consult with Vermont clinical leaders and national subject matter experts to identify a framework for quality measurement and sharing of plan, do, study, act (PDSA) cycles across practice settings. The curriculum and measures shall be approved by the State prior to each training. The Contractor shall supply the State the curriculum and measures 15 business days prior to the training. The State will have 2 business days to review and provide comments back to the Contractor. Any modifications thereafter shall be subject to the

State's approval. It shall be the responsibility of the Contractor to plan, staff, and facilitate the training events including identification and recruitment of speakers and assuring quality of the presentations. It shall also be the responsibility of the contractor to solicit and facilitate practice improvement presentations by participants.

1. Deliverables:

- a. Completion of four (4) Spoke Practice Teams Learning Community Trainings with continuing medical education/ continuing education unit (CME/CU) credits issued to all participants. Any Learning Collaborative activity shall be captured on the monthly progress report submitted with invoices (Appendix 1)
- b. Engage spoke staff and MAT practice teams in learning community process, provide orientation to overall framework of care, provide CME information about evidence-based and expert-consensus practices, disseminate practice materials and resources, and utilize multiple communication formats for case consultation and resource sharing (e.g. Basecamp, email).
- c. Documentation of best practice workflows and protocols developed by participants and posted to Basecamp.

Task 2: OBOT Learning Collaborative (OBOT/LC)

The Contractor will hold a learning collaborative series consisting of four, 3 hour in-person OBOT (Office Based Opioid Treatment) sessions. This series will be targeted to newer practice teams that are offering Medication Assisted Treatment in OBOT settings. A minimum of eight practices / programs will participate. The Contractor will consult with Vermont clinical leaders and national subject matter experts to revise the curriculum for the series, with consideration of including material related to use of Vivitrol and topics developed for the OBOT 201 series implemented in 2014-2015. The curriculum shall be approved by the State prior to the trainings. The Contractor shall supply the State the curriculum 15 business days prior to the training. The State will have 2 business days to review and provide comments back to the Contractor. Any modifications thereafter shall be subject to the State's approval. It shall be the responsibility of the Contractor to plan, staff, and facilitate the training events including identification and recruitment of speakers and assuring quality of the presentations. The Contractor shall maintain regular communication via email and basecamp with learning community participants and post relevant documents to basecamp, assist with developing and disseminating information to the OBOT learning collaborative participants.

1. Deliverable:

- a. Completion of 4 OBOT/LC sessions with CME/CEU credits issued to all participants. Any Learning Collaborative activity shall be captured on the monthly progress report submitted with invoices (Appendix 1).

Task 3: Regional Patient Centered Health Home Neighborhood Collaborative (RPCHNC)

The Contractor shall hold four, half day, in-person Regional Hub & Spoke Learning Collaborative Sessions in the Chittenden Vermont region. This Patient-Centered Health Home Neighborhood will include community agencies such as the Chittenden Clinic, Community Health Centers of Burlington, the University of Vermont Medical Center practices and Day One, Maple Leaf Farm, Probation and Parole, and the Department for Children and Families. The Contractor shall develop the curriculum of these sessions based on planning sessions with local program leaders conducted in the previous grant year under contract number 26745, Trustees of Dartmouth College. The curriculum shall be approved by the State prior to the trainings. The Contractor shall supply the State the curriculum 15 business days prior to the training. The State will have 2 business days to review and provide comments back to the Contractor. Any modifications thereafter shall be subject to the State's approval. It shall be the responsibility of the Contractor to plan, staff, and facilitate the training events including identification and recruitment of speakers and

assuring quality of the presentations.

1. Deliverable:
 - a. Completion of One Regional Hub & Spoke Learning Collaborative in the Chittenden region comprised of four in-person half day sessions with CME/CEU credits issued to all participants. Any Learning Collaborative activity shall be captured on the progress report submitted with monthly invoices (Appendix 1).

Task 4: Maintenance of MAT Basecamp

The Contractor shall maintain regular communication via email and basecamp with learning community participants and post relevant documents to basecamp. In addition, Contractor will monitor and respond to discussion threads on Basecamp and assist in developing responses to inquiries. Finally, Contractor will be provided “administrator” privileges for Basecamp to enable direct management of membership using the platform.

1. Deliverables:
 - a. Regularly updated Basecamp membership to support Medication Assisted Treatment learning community and service initiatives. Regular posting of new materials, maintenance of topical folders, pruning of past date events. Facilitating subject matter expert response to posted questions.

Task 5: Development of Manuals / Practice Protocols

A written manual with tools will be developed based on the didactic educational, practice-based learning and quality improvement measure components of the learning collaboratives. The Contractor will develop a manual for use by 1) OBOT practices; 2) Regional PCMH/N organized by a HUB opioid treatment program agency; and 3) SPOKE nurses and behavioral health clinicians. The manual will be a compendium resource that will be produced as a PDF document but also for online access via Basecamp.

1. Deliverable:
 - a. A manual for Office Based Opioid Treatment settings and a manual for facilitating transitions of care between Hubs and Spokes.

Staffing Plan

The following staffing plan details the Contractor’s Key Project Personnel who will be assigned to this scope. The Contractor shall provide a staffing model that meets the following criteria:

- Physicians’ board certified in addictions medicine;
- Forensic expertise for patients with legal system involvement;
- Clinicians with specialized knowledge in provision of integrated addictions and mental health treatment;
- Expertise in implementation science and using research based strategies for the implementation and sustainment of guidelines and/or evidence-based practices in routine care situations;
- Expertise and familiarity with the current evidence and late-breaking research on treatment of opioid use disorders; and,
- Experience in the direct provision of health services targeted to people with substance use and co-occurring psychiatric and medical disorders.

The Contractor’s Key Personnel will be made up of an expert team of health professionals with subject matter expertise and shall demonstrate skills in supporting professional field-based learning. A track record of successful

engagement of practices and agencies in Vermont and of collaboration with the State of Vermont is essential. As such, the Contractor shall provide the following individuals to perform the scope of this contract:

Mark McGovern PhD (PI-Director) @ .2FTE: Responsible for the ethical conduct, quality and execution of all the activities to be performed by Dartmouth personnel. Facilitates learning collaborative sessions, attends planning calls, and authors quarterly reports.

Annapurna Ghosh MA (QI Measure Coordinator) @ .2FTE: Responsible for developing metrics, data analyses and reporting processes for QI measures, PDSA activities, and for design, administration and interpretation of findings using the Partner Tool, monitoring Basecamp.

Tiffany Hunt (Communications and Logistics Coordinator) @ 1.0FTE: Project management including scheduling of events, planning meetings, coordinating schedules, preparing and editing slide presentations, coordinating data collection from practices and agencies and integrating submissions into tables and figures, and management of Basecamp.

Benjamin Nordstrom MD PhD (Medical Advisor) Dr. Nordstrom is responsible for medical content specific to pharmacology of addiction medications for opioid use disorder and comorbidities. Attends all onsite learning collaborative events. \$3,000/month, \$36,000 total.

The Contractor shall seek and receive State approval before hiring or replacing any Key Project Personnel. The Contractor shall remove Key Project Personnel, if requested by the State, as well as develop a plan for the replacement of that Key Project Personnel, all within two (2) weeks of the request for removal.

The Contractor must provide the State with written notification of vacancies of Key Project Personnel within two business days of receiving the individual's resignation notice, the Contractor's notice to terminate an individual, or the position otherwise becoming vacant. Replacements for Key Project Personnel shall have qualifications that meet or exceed those specified in this Contract and shall be subject to approval by the State. The Contractor shall provide the State with status update reports every 30 days on the progress of the replacement candidate recruiting process until a qualified candidate is hired. The Contractor shall have in place a qualified and State approved replacement within ninety (90) calendar days of the last day of employment of the departing Key Project Personnel. Contractor shall agree to provide the first thirty (30) days of a replacement resource with equivalent skill at no additional charge.

All CME credits will be through Dartmouth Hitchcock Office of Continuing Medical Education.

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice, payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The following provisions specifying payments are:

1. Contractor invoices shall be submitted quarterly, and shall include the tasks completed during the specified billing period and the total amount billed. Payment shall be issued to the Contractor on a fixed fee basis based on the submission and acceptance of each deliverable. Contractor shall invoice the State upon submission of each final deliverable listed within the Deliverable Fee Schedule contained in this attachment.
2. No expenses, travel, benefits or insurance will be reimbursed by the State.
3. All payments to the Contractor shall be based upon the State's acceptance of the progress reports and deliverables outlined in Attachment A.
4. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables outlined in Attachment A. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor agree upon.
5. Invoices and reports must include dates of service, a unique invoice number and should reference this contract number. All reports and invoices related to this contract should be submitted in electronic format to:

Beth Tanzman
Beth.Tanzman@vermont.gov

Natalie Elvidge
Natalie.Elvidge@vermont.gov

6. The total maximum amount payable under this contract shall not exceed \$202,053.00
7. Task and Fee Schedule:

The two tables below show the payment schedule along with the task schedule by quarter for the year beginning July 1, 2016 to June 30, 2017

TABLE 1

| Quarter/Task | Deliverables | Max Amount | Services Provided During |
|--------------------------------------|--|---------------------|-----------------------------------|
| Q1 through Q4/Task 1 (SPTT) | Approved curriculum for three LC series, CME credits obtained, 1 st in-person sessions for LCs completed, membership & postings on Basecamp managed, initial design for manual proposed, 1 st quarterly report submitted. Program site visit completed as requested. | \$50,513.25 | July 1, 2016-September 30, 2016 |
| Q2 through Q4/Task 2 (OBOT/LC) | 2 nd in-person sessions for LCs completed, membership & postings on Basecamp managed, design for manual refined, 2 st quarterly report submitted. Program site visit completed as requested. | \$50,513.25 | October 1, 2016-December 31, 2016 |
| Q3 & Q4/Task 3 (RPCHHNC) | 3 rd in-person sessions for LC completed, membership & postings on Basecamp managed, additional materials for manual identified, 3rd quarterly report submitted. Program site visit completed as requested. | \$50,513.25 | January 1, 2017-March 31, 2017 |
| Q4/Task 4 (Maintenance MAT Basecamp) | 4 th in-person sessions for LC completed, membership & postings on Basecamp managed, manual completed, 4th quarterly report submitted. Program site visit completed as requested. | \$50,513.25 | April 1, 2017-June 30, 2017 |
| Total Payable | | \$202,053.00 | |

Project Milestones

TABLE 2

| Activities | Quarter 1 7/1/16 to 9/30/16 | Quarter 2 10/1/16 to 12/31/16 | Quarter 3 1/1/17 to 3/31/17 | Quarter 4 4/1/17 to 6/30/17 |
|--|--|--|--|--|
| Meet with Clinical & Scientific Leadership Committees to plan and review curriculum and measures | X | | | X |
| Obtain Dartmouth CME credits for all three learning collaboratives | X | | | |
| Session 1 for all 3 Collaboratives | X | | | |
| Session 2 for all 3 Collaboratives | | X | | |

| | | | | |
|---|---|---|---|---|
| Session 3 for all 3 Collaboratives | | | X | |
| Session 4 for all 3 Collaboratives | | | | X |
| Quarterly report to DVHA | X | X | X | X |
| Manual/toolkit Development | X | X | X | X |
| Manual/toolkit Completion | | | | X |
| Basecamp management | X | X | X | X |
| Bi-weekly planning calls with DVHA and ADAP | X | X | X | X |
| Site visits to practices as requested | X | X | X | X |

Payment is made at the end of each quarter after the delivery of all items in Table 2.

ATTACHMENT C
STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

- 1. Entire Agreement:** This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 2. Applicable Law:** This Agreement will be governed by the laws of the State of Vermont.
- 3. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement.
- 4. Appropriations:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence, Liability:** The Party will act in an independent capacity and not as officers or employees of the State.

The Party shall defend the State and its officers and employees against all claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party.

- 7. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the state through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$ 50,000 Fire/ Legal/Liability

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than: **\$1,000,000** combined single limit.

Party shall name the State of Vermont and its officers and employees as additional insureds for liability arising out of this Agreement.

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of **\$1,000,000** per occurrence, and **\$3,000,000** aggregate.

- 8. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.
- 9. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- 10. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- 11. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement. Party further agrees to include this provision in all subcontracts.

12. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

13. Taxes Due to the State:

- a. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

14. Child Support: (Applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

15. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party also agrees to include in all subcontract or subgrant agreements a tax certification in accordance with paragraph 13 above.

16. No Gifts or Gratuities: Party shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

17. Copies: All written reports prepared under this Agreement will be printed using both sides of the paper.

18. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing/debarment>

19. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

20. Internal Controls: In the case that this Agreement is an award that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control

over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- 21. Mandatory Disclosures:** In the case that this Agreement is an award funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 22. Conflict of Interest:** Party must disclose in writing any potential conflict of interest in accordance with Uniform Guidance §200.112, Bulletin 5 Section X and Bulletin 3.5 Section IV.B.

(End of Standard Provisions, State of Vermont – Attachment C - 9-1-2015_rev)

**MODIFICATION OF CUSTOMARY PROVISIONS
OF
ATTACHMENT C OR ATTACHMENT F**

1. The insurance requirements contained in Attachment C, Section 7 are hereby modified:

Products and Completed Operations coverage is not required.

Naming the State of Vermont and its officers and employees as additional insureds for liability is not required.

2. Requirements of other Sections in Attachment C are hereby modified:

3. Requirements of Sections in Attachment F are hereby modified:

4. Reasons for Modifications:

The vendors' insurance policies do not allow additional insured under the professional liability coverage grant.

Product and completed operations insurance is not applicable to health care organizations and the appropriate coverage for this exposure is professional liability insurance which is required and in force.

APPROVAL:

ASSISTANT ATTORNEY GENERAL

DATE: _____

*State of Vermont – Attachment D
Revised AHS – 10-30-2010*

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base:** The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors:**

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP* (Automated Data Processing) *System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.

5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.
7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non-public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.
8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).
9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal law. Reports involving children shall contain the information required by 33 V.S.A. §4914. Reports involving vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of Standards and Technology (NIST) security and the Health Insurance Portability & Accountability Act (HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

**Department of Vermont Health Access
Subcontractor Compliance Form**

Date: _____

Original Contractor/Grantee Name: _____ Contract/Grant #: _____

Subcontractor Name: _____

Scope of Subcontracted Services:

Is any portion of the work being outsourced outside of the United States? ☐ YES ☐ NO
(If yes, do not proceed)

All vendors under contract, grant, or agreement with the State of Vermont, are responsible for the performance and compliance of their subcontractors with the Standard State Terms and Conditions in Attachment C. This document certifies that the Vendor is aware of and in agreement with the State expectation and has confirmed the subcontractor is in full compliance (or has a compliance plan on file) in relation to the following:

- ☐ Subcontractor does not owe, is in good standing, or is in compliance with a plan for payment of any taxes due to the State of Vermont
- ☐ Subcontractor (if an individual) does not owe, is in good standing, or is in compliance with a plan for payment of Child Support due to the State of Vermont.
- ☐ Subcontractor is not on the State's disbarment list.

In accordance with State Standard Contract Provisions (Attachment C), the State may set off any sums which the subcontractor owes the State against any sums due the Vendor under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in Attachment C.

Signature of Subcontractor Date _____

Signature of Vendor Date _____

Received by DVHA Business Office Date _____

Required: Contractor cannot subcontract until this form has been returned to DVHA Contracts & Grants Unit.

APPENDIX 1: REQUIRED FORMS

INVOICE

| | |
|-------------|--|
| Contractor: | |
| Address: | |
| State: | |
| Zip Code: | |

| | |
|-------------|--|
| Invoice #: | |
| Date: | |
| Contract #: | |

Contractor Billing Contact: _____ Phone #: _____

Signature: _____

| Dates of Service | Description of Deliverables/Work Performed | Amount |
|------------------|--|--------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | | |

Remittance Address:

Bill to Address:

Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671
Natalie.Elvidge@vermont.gov

DVHA BO USE: *INVOICE PAYMENTS ARE NET30 TERMS, UNLESS STATED OTHERWISE*